

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

LEASE AMENDMENT AND RATIFICATION

STATE OF TEXAS

COUNTY OF TARRANT

WHEREAS, reference is hereby made for all purposes to that one certain Oil, Gas and Mineral Lease (the "Lease") as follows: dated June 12, 1991, made by and between Nora Lee Elkins, Individually and as Independent Executrix of the Estate of T.J. Elkins, Deceased ("Original Lessor"), 8935 Boat Club Road Fort Worth, Texas 76179, as Lessor, and PHI Resources, Ltd. ("Original Lessee"), 5009 N. Penn., Suite 104, Oklahoma City, OK 73112, as Lessee, and recorded in Volume 10331, Page 2377 of the Deed Records of Tarrant County, Texas, covering 762.13 acres of land, more or less (herein called "said Land"), being a part of the G. McCloud Survey A-1090, J.S. Lee Survey A- 949, D.S. Holt Survey A-1029, J.P. Smith Survey A-1942, J. Box Survey A-174 and T. Chubb Survey, A-327 and the J.P. Smith Survey A-1845, in Tarrant County, Texas, reference to which lease is hereby made for all necessary purposes; and

WHEREAS, the interest of the Original Lessor in said Lease and all rights and privileges thereunder are now owned and held by DBE Realty Investments, LTD;

WHEREAS, the interest of the Original Lessee in said Lease and all rights and privileges thereunder are now owned and held by Devon Energy Production Co., L.P.; and

WHEREAS, it is the desire of the undersigned parties hereto to amend, adopt, ratify and confirm said Lease.

NOW THEREFORE, for and in consideration of the mutual covenants contained and other good and valuable consideration, Lessor and Lessee do hereby agree to adopt the following Amendments to the Addendum to the Lease, in order to clarify the original intent of the parties hereto under the Lease, and that the following provisions shall be deemed effective as of the original date of the Lease, said date being June 12, 1991. The following provisions shall replace the originally numbered paragraphs, respectively, as stated in the Addendum to the Lease:

14. Notwithstanding anything to the contrary herein, upon expiration of the primary term of this Lease, this lease shall automatically terminate and expire as to all formations 100 feet deeper than the

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stratigraphic equivalent of the deepest depth drilled in any well covered by this Lease.

20. Lessee agrees no well shall be located less than 500 feet from any house or dwelling located on the leased premises.

That Lessor, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby ADOPT, RATIFY, and CONFIRM said Lease in all of the respective terms and provisions, including the Amendments included herein, and does hereby GRANT, LEASE, DEMISE and LET said Land and premises unto Devon Energy Production Co., L.P. ("DEPCO"), subject to and in accordance with all of the terms and provisions of said Lease as fully and completely as if DEPCO had originally been named as Lessor in said Lease and had executed, acknowledged and delivered the same.

It is understood and agreed that the Lessee does not by the execution hereof intend to communitize the interest which it own(s), or may own, in portions of the land covered by said Lease with the interests of other parties owning interests in any other portion of the land covered by this Lease. This instrument shall inure to the benefit of and be binding upon the party hereto, respective heirs, successors and assigns.

AGREED TO AND ACCEPTED THIS 2nd DAY OF SEPTEMBER 2009, but to be effective as to said Lease on the respective date thereof, such date being June 12, 1991.

LESSEE:

Devon Energy Production Company, LP

By: DVN Operating Company L.P., its general partner

By: Bill A. Penhall

Title: Agent and Attorney-in-Fact



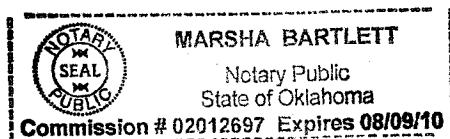
STATE OF OKLAHOMA §

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COUNTY OF OKLAHOMA §

~~October~~ This instrument was acknowledged before me, the undersigned notary public on ~~September 6~~, 2009, by Bill A. Penhall, Agent and Attorney-in-Fact for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said partnership.

Marsha Bartlett
Notary Public, State of Oklahoma



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LESSOR:

DBE Realty Investments, Ltd.

By: DBE Realty Management, LLC, its general partner

By: Dick B. Elkins
Dick B. Elkins, Member and Director

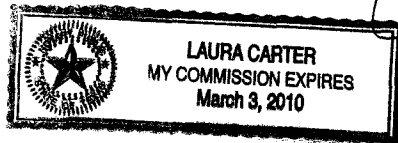
THE STATE OF TEXAS

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§
§

COUNTY OF TARRANT

This instrument was acknowledged before me, the undersigned notary public on
September 14, 2009, by Dick Elkins.

Laura Carter
Notary Public, State of Texas



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Return to:
Devon Energy Production Company, LP
Attn: Land Department c/o Brienne Spidle
P.O. Box 1480
Bridgeport, TX 76426

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SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DEVON ENERGY OPERATING CO LP
PO BOX 1480
BRIDGEPORT, TX 76426

Submitter: DEVON ENERGY OPERATING
CO LP

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 10/13/2009 2:17 PM

Instrument #: D209272510

LSE

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PGS

\$24.00

By: _____

Suzanne Henderson

D209272510

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES